

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Voluntary Billboard Agreement for the Orange Blvd. Property PUD

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Austin Watkins

EXT: 7440

MOTION/RECOMMENDATION:

1. Approve the Voluntary Billboard Agreement between and among Seminole County and Clear Channel Outdoor, located west of I-4 approximately 1400 feet southeast of the intersection of Orange Blvd and Dunbar Ave. (Clear Channel Outdoor, applicant); or
2. Deny the Voluntary Billboard Agreement between and among Seminole County and Clear Channel Outdoor, located west of I-4 approximately 1400 feet southeast of the intersection of Orange Blvd and Dunbar Ave. (Clear Channel Outdoor, applicant); or
3. Continue this item to a time and date certain.

District 5 Brenda Carey

Austin Watkins

BACKGROUND:

This item is a companion item for the PUD Major Amendment to the Orange Blvd Property PUD, which allows for outdoor advertising signs. Currently, there are two legal non-conforming billboards on the subject property, referred to as the "KBC property" and one on the adjacent property, referred to as the "Featherlite property". Clear Channel Outdoor owns one existing dual-faced billboard on the KBC property, KBC leases one dual-faced sign on the KBC property and Clear Channel owns one single-faced billboard on the Featherlite property.

Pursuant to the Seminole County Land Development Code Section 30.1253, Clear Channel Outdoor desires to enter into a voluntary billboard agreement with Seminole County to allow for the construction of one conforming dual-faced billboard on the KBC property. Section 30.1253 allows for the construction of one (1) billboard if at least four (4) faces or billboards are removed as a part of this agreement. The applicant is proposing to remove five (5) faces in exchange for the construction of one dual-faced billboard on the KBC property. The proposed agreement will result in the permanent reduction of two (2) billboards or three (3) faces. Section 30.1253 of the Land Development Code allows the Board of County Commissioners to enter into an outdoor advertising sign agreement at an alternative sign-removal-to-sign-replacement ratio if such alternate ratio is determined to be in the best interest of the public.

Florida Statutes require that the property the billboard is proposed to be placed on must have Industrial or Commercial Future Land Use; however, Florida Department of Transportation (FDOT) staff has determined the Planned Development Future Land Use designation to be an acceptable alternative. The subject property is assigned the Planned Development Future Land Use designation and is approved for a mixture of industrial and commercial uses. Clear

Channel is proposing a dual faced steel monopole billboard with an overall height of thirty-five feet (35') and two (2) 14'x48' (672 square feet) faces. The sign will have upward lighting and shall be setback 25' from I-4 and 5' from the Featherlite property line. The applicant is requesting to install a traditional, static or electronic/digital faces. If an electronic or digital face is installed there will be a minimum of a six (6) second static display time for each message.

The voluntary billboard agreement includes a written waiver and release by the sign owner, the property owner, and any sign lessees, to any claim against the County for further compensation or reimbursement regarding removal of specified outdoor advertising signs as required by Section 30.1253 of the Land Development Code. The attached agreement contains a separate written waiver and release for the adjacent Featherlite property to prevent any claim against the County for further compensation or reimbursement regarding removal of the specified outdoor advertising sign since Featherlite is not a party to the voluntary billboard agreement but a sign is proposed to be removed from the Featherlite property.

STAFF RECOMMENDATION:

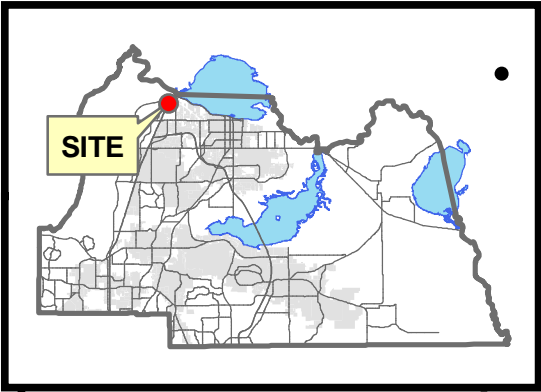
Staff recommends that the Board approve the Voluntary Billboard Agreement between and among Seminole County and Clear Channel Outdoor, located west of I-4 approximately 1400 feet southeast of the intersection of Orange Blvd and Dunbar Ave.

ATTACHMENTS:

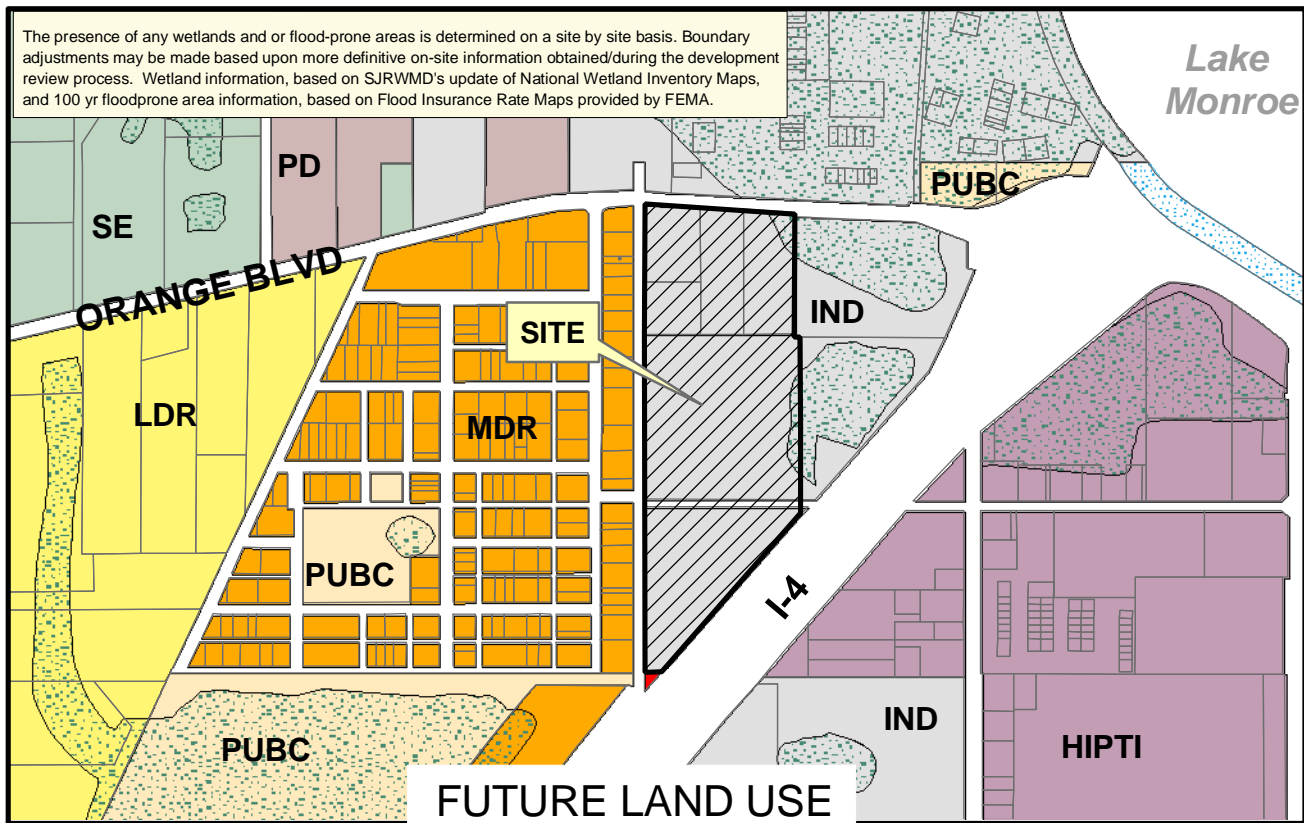
1. Location Map
2. Zoning and Future Land Use Map
3. Aerial Map
4. Revised Preliminary Master Plan
5. Revised & Restated Development Order
6. Voluntary Billboard Agreement
7. New Billboard Specifications

Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)



The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



LDR
 MDR
 SE
 IND
 HIPTI
 Site
 Municipality
 CONS

Applicant: Michael Good

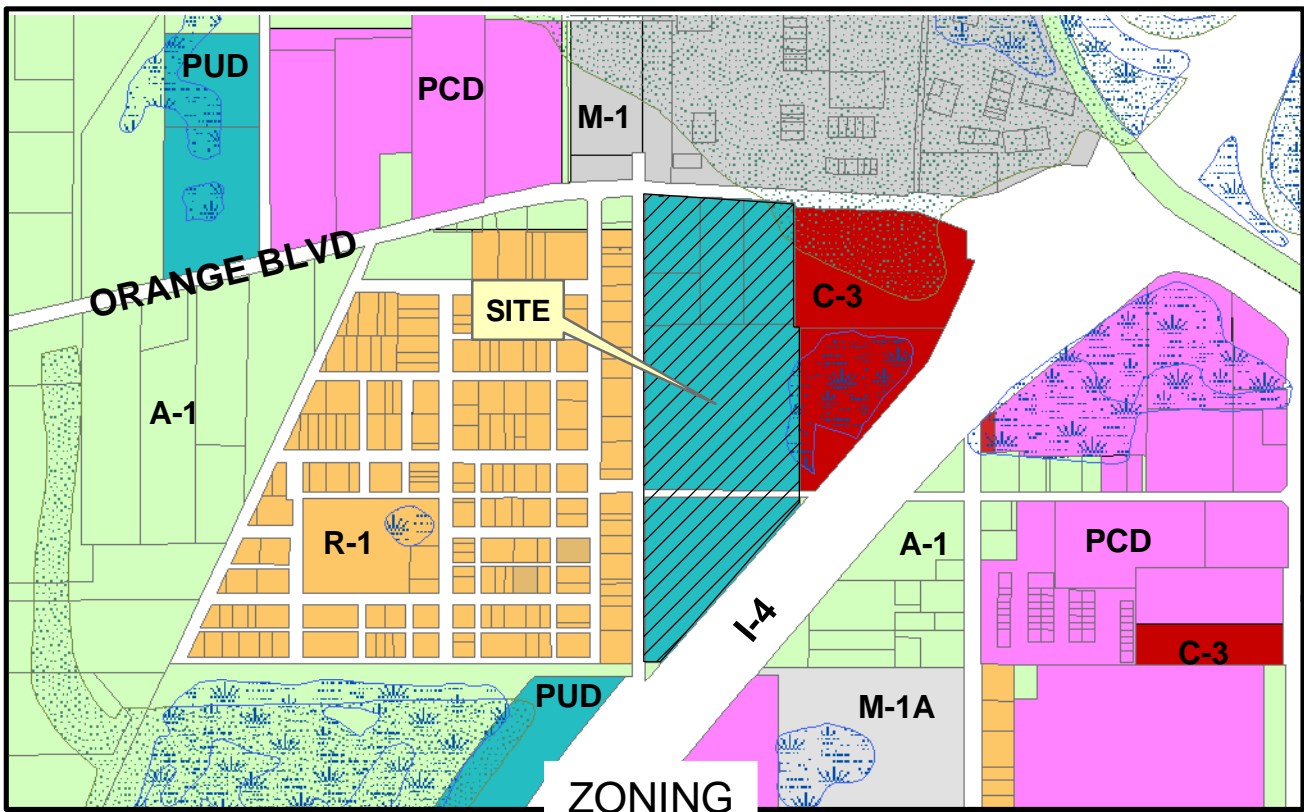
Physical STR: 16-19-30 & 21-19-30

Gross Acres: 22.3 +/- BCC District: 5

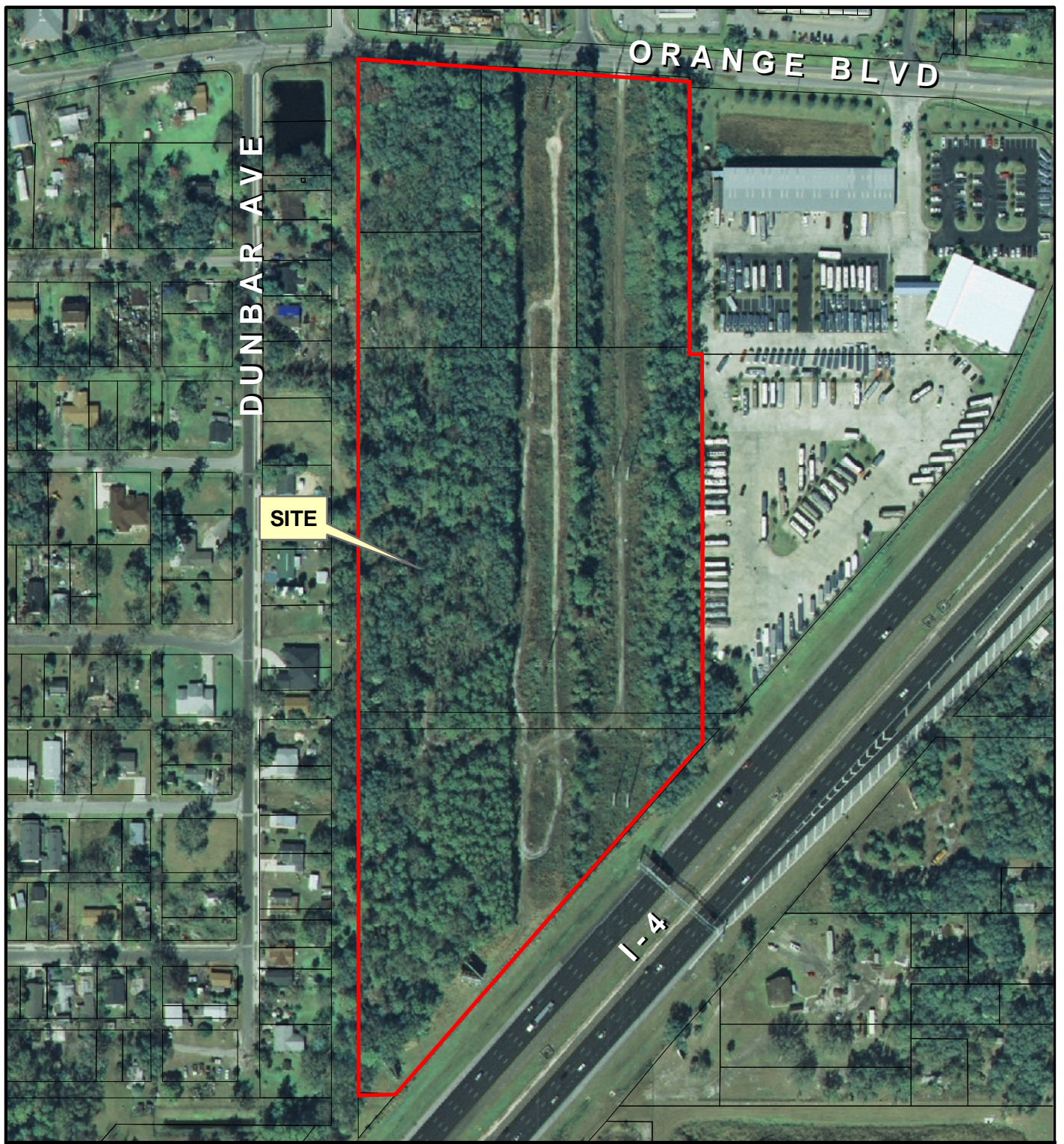
Existing Use: vacant

Special Notes: PUD Major Amendment

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2007-038	PUD	PUD



Site
 A-1
 R-1
 C-3
 PUD
 PCD
 FP-1
 W-1



Rezone No: Z2007-038



Parcel



Subject Property

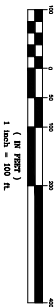


Winter 2006 Color Aerials

NORTH



GRAPHIC SCALE



SITE DATA:

1. EXISTING ZONING: A-1
2. PROPOSED ZONING: P-10
3. EXISTING LAND USE: COMMERCIAL
4. PROPOSED LAND USE: COMMERCIAL AND INDUSTRIAL (SEE MATCHED AREA)
5. EXISTING SITE CONTAINS 22,334 SQUARE FEET
6. PROPOSED DEVELOPMENT: INDUSTRIAL-BEE DEVELOPMENT ORDER
7. MAXIMUM BUILDING HEIGHT: 35 FT.
8. BUILDING SETBACKS:
 - FRONT: 10 FEET (MINIMUM BUFFER IS 15 FEET)
 - REAR: 10 FEET
 - SIDE: 0 FEET
9. FLOOD: PROTECTED BY THE NORTH LATE CORNER DRAINAGE DRAINAGE (1,000 TO 1,500 FEET) THE SITE DRAINAGE (1,000 TO 1,500 FEET)
10. PROPOSED FRONT-DRIVE: 30 FT. (PAVED)
11. PROPOSED SIDE-DRIVE: 24 FT.
12. A PROPERTY OWNER'S ASSOCIATION WILL BE ESTABLISHED TO MAINTAIN ALL COMMON AREAS
13. THE SITE DRAINAGE (1,000 TO 1,500 FEET) WILL BE PROVIDED BY SEMINOLE COUNTY DRAINAGE
14. MAXIMUM SQUARE FOOTAGE TO ADHERE TO SEMINOLE COUNTY DRAINAGE
15. THE SITE DRAINAGE (1,000 TO 1,500 FEET) WILL BE PROVIDED BY SEMINOLE COUNTY DRAINAGE
16. SEE ATTACHED ENVIRONMENTAL REPORT FOR DETAILS DATA, ANY POTENTIAL WETLAND IMPACTS TO BE ADDRESSED AT THAT TIME.

PERMITTED USE DATA:

- Any use permitted in the C-2 District:
- (a) Amusement and recreational facilities within an enclosed building
 - (b) Automobile repair and maintenance
 - (c) Barber shops
 - (d) Banks
 - (e) Billiard parlors
 - (f) Book stores
 - (g) Bowling alleys
 - (h) Cafes
 - (i) Car washes
 - (j) Child day care centers
 - (k) Churches
 - (l) Clinics
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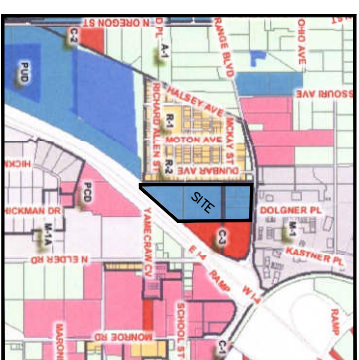
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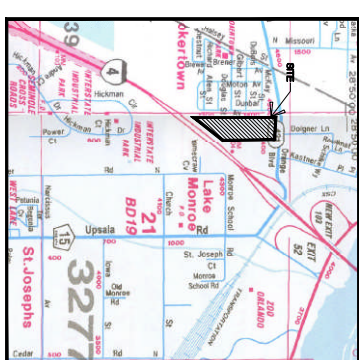
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SOILS LEGEND

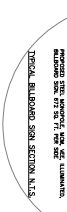
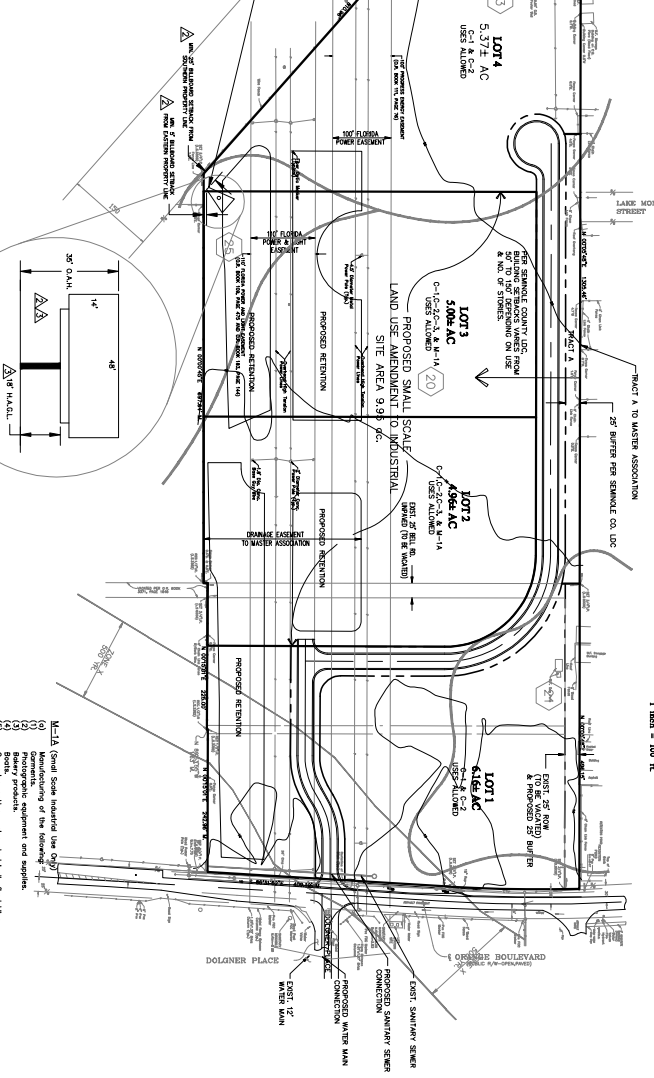
- 13 EMERALD AND MINOR ENE SANDS
- 20 MUCKY AND EMERALD FINE SANDS
- 21 MUCKY AND FINE SAND, OVERSAND
- 25 FINE SAND



ZONING MAP



NEIGHBORHOOD MAP



TYPICAL BUILDING SECTION N.T.S.

PRELIMINARY MASTER PLAN

FOR

ORANGE BLVD. PROPERTY

SEMINOLE COUNTY FLORIDA

MADDEN

CIVIL ENGINEERS

431 E. Florida Avenue

Orlando, FL 32801

(407) 629-8300

ENGINEER IN CHARGE:

CHADWYCK H. MOORHEAD, P.E. #181781

CERTIFICATE OF AUTHORIZATION NO. EB-00070723

CLIENT

BRIAR CORPORATION

P.O. BOX 470264

LAKE MONROE, FL 32747

DATE: 6/27/05

SCALE: 1" = 100'

DRAWN BY: CHM

CHECKED BY: CHM

DATE: 6/27/05

REVISIONS:

NO.	DESCRIPTION
1	REVISED FOR SEMINOLE COUNTY COMMENTS
2	REVISED FOR NEW BUILDING LOCATION
3	REVISED FOR NEW BUILDING LOCATION
4	REVISED FOR NEW BUILDING LOCATION
5	REVISED FOR NEW BUILDING LOCATION
6	REVISED FOR NEW BUILDING LOCATION
7	REVISED FOR NEW BUILDING LOCATION
8	REVISED FOR NEW BUILDING LOCATION
9	REVISED FOR NEW BUILDING LOCATION
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25	REVISED FOR NEW BUILDING LOCATION

C-1

FILE # Z2007-38

DEVELOPMENT ORDER #07 21700007

**REVISED AND RESTATED
ORANGE BOULEVARD PROPERTY PUD
DEVELOPMENT ORDER**

The Orange Boulevard Property PUD Development Order dated November 15, 2005 is hereby revised on March 25, 2008 to read as follows:

Legal description attached as Exhibit A.

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: KBC Development, Inc.

Project Name: Orange Boulevard Property PUD Major Amendment

Requested Development Approval: Rezone from PUD to PUD

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: Austin Watkins, Senior Planner
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The aforementioned application for development approval is **GRANTED**.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows (strikethroughs are deletions, underlines are additions):
 - a. Except as provided in paragraph (c) below, permitted uses throughout the development shall be in accordance with the provisions of the C-1 and C-2 districts, including special exception uses, with the following additional uses:
 - mechanical garage
 - lumber yard
 - construction company with outdoor storage screened from off-site view
 - highway striping company
 - paint and body shop
 - office showroom with no assembly or manufacturing
 - service stations with gas pumps as an accessory use
 - b. Except as provided in paragraph (c) below, permitted uses within the area of the development designated as Industrial per the Future Land Use Map shall be in accordance with the provisions of the M-1A district, including special exception uses.
 - c. Communications towers shall be allowed by right in the Commercial area of the site where listed as a permitted use in C-1 and C-2. Communications towers shall be allowed by right in the Industrial area of the site where listed as a permitted use in M-1A. Any communications tower which exceeds the limitations established by the Code for permitted uses shall require a major amendment to the PUD.
 - d. The following uses shall be prohibited within the development:
 - adult entertainment establishments
 - alcoholic beverage establishments
 - drive-in theatres
 - multi-family housing
 - ~~outdoor advertising signs~~
 - e. Development in the Industrial portion of the site shall be subject to a maximum floor area ratio (FAR) of 0.65. Other areas shall be limited to a maximum FAR of 0.35.
 - f. Outdoor storage of parts, supplies, or materials shall be limited to the area of the site designated Industrial on the Vision 2020 Plan, as amended by this request. Outdoor storage areas shall be screened from view from any road or adjoining parcel inside or outside of the development. Screening shall consist of walls, fences, and/or landscaping, and shall be opaque to a height of at least 8 feet. Such areas shall be located a minimum of 150 feet from the west boundary of the subject property.

- g. The area between the internal access road and the west site boundary shall have a 25-foot buffer containing 4 canopy trees per 100 feet and a 6-foot high brick or masonry wall.
- h. Building height shall be limited to 35 feet. Setbacks from the west property line shall be as follows:
 - 50 feet for 1-story buildings
 - 100 feet for 2-story buildings
 - 120 feet for 3-story buildings
- i. Retention areas to be counted toward the minimum 25% open space requirement shall be landscaped, sodded and amenitized in accordance with the Land Development Code (Section 30.1344).
- j. Retention ponds shall be designed such that they are not required to be fenced.
- k. Dumpsters shall be screened so they are not visible from Orange Boulevard or nearby single family properties.
- l. All mechanical equipment, ground or roof mounted, shall be screened from off-site view.
- m. Parking of mobile CT-scan trucks or semi-tractor trailers shall be prohibited within 120 feet of the west property line. Where permitted, such vehicles shall be screened from off-site view.
- n. All parking spaces shall be a minimum of 10 feet x 20 feet as required by the Land Development Code.
- o. Outdoor lighting adjacent to the west property line will be limited to decorative lighting affixed to the front facades of buildings. Security lighting with motion sensors shall be permitted on any part of the site.
- p. All development shall comply with the Preliminary Master Plan, attached as Exhibit B.

(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

FILE # Z2007-38

DEVELOPMENT ORDER #07 21700007

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Brenda Carey
Chairman, Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, KBC DEVELOPMENT INC., on behalf of itself and its successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

Print Name

Witness

Print Name

Michael J. Good
Chief Executive Officer

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael J. Good, and is personally known to me or who has produced _____ as identification and who acknowledged and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2008.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

EXHIBIT A
Legal Description

PARCEL 1: THE WEST 125 FEET OF LOT 6 AND THE EAST 75 FEET OF LOT 7 AND THE EAST 150 FEET OF LOT 10 AND THE WEST 50 FEET OF LOT 11, BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 2: LOT 4 (LESS THE EAST 104.41 FEET); ALL OF LOT 5 AND LOT 6 (LESS THE WEST 125 FEET) AND THE EAST 125 FEET OF LOT 11 AND LOT 12 (LESS THE EAST 87.7 FEET), BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 3: LOT 8 AND THE WEST 65 FEET OF LOT 7, BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 4: LOT 9 AND THE WEST 25 FEET OF LOT 10, BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 5: LOT 29 (LESS THAT PART WITHIN THE RIGHT OF WAY OF INTERSTATE HIGHWAY #4), ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 6: LOT 28, ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

ALSO: BELL ROAD LYING SOUTH OF LOTS 9, 10, 11 AND 12 (LESS THE EAST 87.7 FEET), AND LYING WEST OF LOTS 8 AND 9, BELL'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

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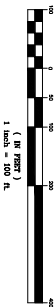
EXHIBIT B

Revised Preliminary Master Plan

NORTH



GRAPHIC SCALE



SITE DATA:

1. EXISTING ZONING: A-1
2. PROPOSED ZONING: P-10
3. EXISTING LAND USE: COMMERCIAL
4. PROPOSED LAND USE: COMMERCIAL AND INDUSTRIAL (SEE MATCHED AREA)
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 - (r) Dry cleaning
 - (s) Eating places
 - (t) Educational institutions
 - (u) Entertainment facilities
 - (v) Financial institutions
 - (w) Food stores
 - (x) Gas stations
 - (y) Health clubs
 - (z) Hotels
 - (aa) Ice cream parlors
 - (ab) Laboratories
 - (ac) Laundries
 - (ad) Libraries
 - (ae) Liquor stores
 - (af) Medical offices
 - (ag) Motor vehicle repair and maintenance
 - (ah) Museums
 - (ai) Night clubs
 - (aj) Office buildings
 - (ak) Optical shops
 - (al) Parking lots
 - (am) Pet stores
 - (an) Picnic grounds
 - (ao) Playgrounds
 - (ap) Public storage
 - (aq) Restaurants
 - (ar) Retail stores
 - (as) Service stations
 - (at) Shopping centers
 - (au) Sports facilities
 - (av) Storage yards
 - (aw) Taverns
 - (ax) Theaters
 - (ay) Tires and auto parts
 - (az) Travel agencies
 - (ba) Veterinary hospitals
 - (bb) Warehouse and cold storage
 - (bc) Wholesale and retail stores
 - (bd) Yacht clubs
 - (be) Zoo
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C-2 (General Use Industrial Use Only)

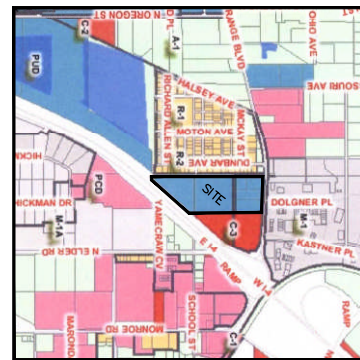
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 - (at) Shopping centers
 - (au) Sports facilities
 - (av) Storage yards
 - (aw) Taverns
 - (ax) Theaters
 - (ay) Tires and auto parts
 - (az) Travel agencies
 - (ba) Veterinary hospitals
 - (bb) Warehouse and cold storage
 - (bc) Wholesale and retail stores
 - (bd) Yacht clubs
 - (be) Zoo

C-2 (General Use Industrial Use Only)

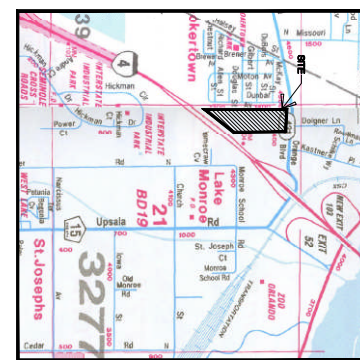
- Any use permitted in the C-2 District:
- (a) Amusement and recreational facilities within an enclosed building
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SOILS LEGEND

- 13 EMERALD AND MINERALINE FINE SANDS
- 20 WYOMING AND EMERALD FINE SANDS
- 21 WYOMING AND FINE SAND, INTERMEDIATE
- 25 FINE SAND



ZONING MAP



NEIGHBORHOOD MAP

DATE	REVISIONS
6/27/05	1. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	2. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	3. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	4. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	5. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	6. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	7. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	8. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	9. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	10. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	11. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	12. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	13. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	14. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	15. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	16. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	17. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	18. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	19. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	20. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	21. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	22. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	23. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	24. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	25. REVISED FOR SEMINOLE COUNTY COMMENTS

ENGINEER IN CHARGE:
CHADWYCK H. MOORHEAD, P.E. #181781
CERTIFICATE OF AUTHORIZATION NO. EB-00070323

CLIENT
BRIAR CORPORATION
P.O. BOX 470264
LAKE MONROE, LA 70347

PRELIMINARY MASTER PLAN
FOR
ORANGE BLVD. PROPERTY
SEMINOLE COUNTY
FLORIDA

MADDEN
CIVIL ENGINEERS
3404 S.W. 22ND AVENUE
MIAMI, FL 33135
(305) 623-8300

VOLUNTARY BILLBOARD AGREEMENT

This Voluntary Billboard Agreement is made this 25th day of March, 2008, between and among CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation whose address is 5333 Old Winter Garden Road, Orlando, FL 32811 (hereafter "OUTDOOR"), KBC DEVELOPMENT, INC., a Florida corporation whose address is 1590 Bobby Lee Point, Sanford, Florida 32771 (hereafter "KBC"), and Seminole County, a political subdivision of the State of Florida whose address is 1101 East First Street, Sanford, Florida 32771 (hereafter "County").

Recitals

WHEREAS, OUTDOOR is the owner of outdoor advertising signs located in Seminole County, one (1) is located upon property owned by KBC on the KBC removal property, parcel ID# 16-19-30-5AC-0000-0290, located in Seminole County, and one (1) is located on property owned by FEATHERLITE COACHES, INC (hereafter "FEATHERLITE") located at Parcel # 21-19-30-503-0000-0010 (the "Existing Signs"); and

WHEREAS, KBC leases one (1) additional outdoor advertising sign located on the KBC removal property, parcel ID# 16-19-30-5AC-0000-0290, located in Seminole County, owned by another outdoor advertising company (the "Existing Signs"); and

WHEREAS, the Existing Signs, in one respect or another, do not conform to current standards for outdoor advertising signs, however, are legally existing and allowed to remain in use as non-conforming signs under the County's Land Development Code (the "LDC"); and

WHEREAS, OUTDOOR proposes to construct a new outdoor advertising sign in exchange for the removal of the three (3) Existing Signs; and

WHEREAS, Florida law and Ordinance 2003-20 authorize agreements of this type;
and

WHEREAS, KBC and FEATHERLITE join in this agreement in order to waive and release any claims they may have against the County as a result of the removal of the Existing Signs; and

WHEREAS, the Board of County Commissioners (BCC) finds and determines that the provisions of this agreement are in the public interest and that the sign removal to replacement ratio is appropriate under the circumstances involved in this agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree to the following provisions:

1. **Recitals.** The foregoing recitals express the intent of the parties and are incorporated herein.

2. **The Existing Signs.** OUTDOOR is the owner of two (2) outdoor advertising signs which are located on property owned by KBC (parcel ID# 16-19-30-5AC-0000-0290, west of US 17-92 on the north side of I-4), the KBC removal property, and FEATHERLITE (parcel ID# 21-19-30-503-0000-0010, west of US 17-92 on the north side of I-4). The legal description of each parcel is contained in the attached Exhibit "A". Each Existing Sign does not comply with the terms of the LDC in one or more respects. Within one (1) year after execution and approval of this agreement by all parties OUTDOOR shall apply for demolition permits for its two (2) Existing Signs and, within a reasonable time thereafter, demolish them, remove all debris from the properties and dispose of same in accordance with applicable regulations.

A. KBC leases and controls one (1) outdoor advertising signs located on the KBC removal property, owned by KBC (parcel ID# 16-19-30-5AC-0000-0290, west of US 17-92 on the north side of I-4), The legal description of each parcel is contained in the attached Exhibit "A". This Existing Sign does not comply with the terms of the LDC in one or more respects. Within four (4) months after execution and approval of this agreement by all parties KBC shall either itself apply or cause the owner of the additional outdoor advertising sign located on the subject property to apply for demolition permits for its Existing Sign and, within a reasonable time thereafter, demolish it, remove all debris from the properties and dispose of same in accordance with applicable regulations.

3. In all events, demolition of the Existing Signs shall be completed before a permit is issued by the COUNTY authorizing construction of the new sign as detailed in paragraph 4 C.

4. The New outdoor advertising sign structure.

A. The Location. The new sign is to be located on property owned by KBC (parcel ID# 16-19-30-5AC-0000-0280, on the north side of I-4, 0.8 miles west of US17-92). The legal description of the parcel is attached hereto as Exhibit "B". Two outdoor advertising signs currently exist on the adjacent parcel. The County hereby finds and determines that locating a new sign on this parcel and removing the existing signs on the adjacent parcel, is in the best interest of the public. The applicable zoning classification is PUD, which does permit outdoor advertising, per Development Order # 07-21700007.

Clear Channel Outdoor, Inc. will build and own the new outdoor advertising sign structure. All rights and responsibilities, future and current to this sign structure, will remain with Clear Channel Outdoor, Inc.

B. Permits and Construction. OUTDOOR shall be responsible for obtaining all required permits to construct the new sign, including a permit from the Florida Department of Transportation. Failure to obtain the required permits within one (1) year after execution and approval of this agreement by all parties shall, unless otherwise agreed to in writing, render this agreement null and void and each party shall thereafter be released from all obligations hereunder. In no event shall the COUNTY issue a permit for the construction of the new sign until all Existing Signs have been demolished, removed and disposed of. However, the COUNTY shall provide OUTDOOR with (i) a letter indicating approval of the location of the new sign if required by the State of Florida, and (ii) completion of any FDOT forms that are required to be completed by local government. Such a letter shall not be construed to authorize construction of the new sign if the Existing Signs have not been demolished, removed and properly disposed of.

C. Description. Except as stated in this agreement, the new sign shall meet all requirements of the LDC and applicable regulations of the State of Florida. In addition, the new sign shall meet all requirements shown on the attached Exhibit "C" which is incorporated herein by this reference, shall have two (2) faces, each 14' x 48' (plus embellishments) and shall be supported by a steel monopole. The new sign shall not exceed an overall height of thirty-five (35) feet tall, unless a variance is granted.

D. Land use. The COUNTY hereby verifies that regarding the property owned by KBC (parcel ID# 16-19-30-5AC-0000-0280, on the north side of I-4, 0.8 miles west of US17-92), (i) the Future Land Use designation is Industrial, the zoning designation is PUD, (ii) the land use and zoning designation on this parcel allow other commercial and industrial

activities other than outdoor advertising also on the property, according to Development Order # 07 21700007.

E. Visibility of the new outdoor advertising sign structure. The County agrees not to: (i) build any structure or, (ii) install any vegetation or, (iii) require the installation of any vegetation, or (iv) allow the installation of any vegetation, on private property or within the public rights-of-way within one thousand five hundred feet (1500') of either side of the faces of the New Sign that would impair the visibility of the New Sign to traffic traveling on Interstate 4.

5. Waiver and Release of Claims. In accordance with the requirements of Ordinance 2003-20, OUTDOOR and KBC individually waive and hereby release the County from and against any and all claims for compensation or other reimbursement resulting from the demolition, removal and disposal of the Existing Signs. This waiver and release is intended by each party to forego any and all claims which that party may have as a result of any provision of Section 70.20, Florida Statutes (2003) or the provisions of any other statute or the common law. In addition, OUTDOOR and KBC each acknowledge that their execution of this agreement was a voluntary act and that the County has not offered any inducements, not made any promises or threats, and has not made any representations or promises in order to cause any party to enter into this agreement.

6. County Responsibility for the New Sign. OUTDOOR and KBC, jointly and severally, acknowledge and agree that the County bears no responsibility for the location, design, construction, operation or maintenance of the New Sign. Further, OUTDOOR and KBC, jointly and severally, acknowledge and agree that the County has no control over and bears no responsibility for the content of any advertising which may

appear on the New Sign. OUTDOOR expressly assumes all responsibility for the location, design, construction, operation and maintenance of the New Sign as well as the content of any advertising which may appear on the New Sign.

7. **Development Order #07-21700007.** Development Order #05-20500008 governing the subject property has been amended by the new Development Order #07-21700007 to allow one new (1) outdoor advertising sign structure on the property to be constructed and owned by Clear Channel Outdoor, Inc.

8. **Complete Understanding.** The parties agree that this agreement embodies the complete understanding of the parties with respect to the subject matter hereof and supersedes all previous understandings, discussions and agreements, whether oral, expressed or implied.

9. **Amendment.** The parties may amend this Agreement only by a written instrument signed by each of the parties. There cannot be any variation, modification, amendment or change to the terms of this agreement except as may be made in writing and executed by each party hereto. If any party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of another party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this agreement.

10. **Severability.** The parties agree that the terms and provisions of this agreement are not severable and in the event any portion of this agreement shall be found to be invalid, illegal or in conflict with any applicable federal, state, or local law or regulation, then this entire agreement shall be null and void and each party shall be released from any further performance or liability hereunder.

11. Controlling Law and Venue. This Agreement shall be construed under the laws of the State of Florida. Venue for any proceeding arising under this agreement shall be in the Eighteenth Judicial Circuit in and for Seminole County, Florida as to State actions and in the United States District Court for the Middle District of Florida as to Federal actions.

10. Authority to Execute and Bind. Each party represents and warrants that all requisite actions have been taken to authorize execution of this agreement by the person signing on behalf of that party and thereby bind that party to the terms and conditions of this agreement.

11. Successors and Assigns. The provisions of this agreement shall be binding upon and inure to the benefit of the successors and assigns of each party. A copy of this executed Agreement shall be an attachment and referenced in all subsequent leases of the billboard.

12. Construction. The provisions of this agreement shall not be construed in favor of or against any particular party as each party has reviewed the terms and conditions hereof and, by execution of this agreement, acknowledges that said party has carefully considered the legal ramifications of this instrument, has consulted with independent legal counsel or has knowingly and willingly chosen not to do so.

13. Recording. This agreement shall be recorded in the public records of Seminole County and the cost is to be born by OUTDOOR.

IN WITNESS WHEREOF, County, OUTDOOR, and KBC have caused their duly authorized representatives to execute this Agreement.

ATTEST:
COMMISSIONERS

BOARD OF COUNTY
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of

Seminole County, Florida.

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

County Attorney
SPL/la

By: Brenda Carey, Chairman

Date:

As authorized for execution by
the Board of County Commissioners
at their _____, 2008, regular meeting.

Signed, sealed and delivered
in our presence as witnesses

CLEAR CHANNEL OUTDOOR, INC.

Signature

Print Name

Signature

Print Name

By: _____
Craig Swygert, President
Orlando Division

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____
2008, by Craig Swygert, the President of the Orlando Division of CLEAR CHANNEL
OUTDOOR, INC., a Delaware corporation. He is personally known to me or has produced
_____ as identification.

Notary Public
State of Florida at Large.
My Commission Expires:
Serial No. _____

Signed, sealed and delivered
in our presence as witnesses

KBC DEVELOPMENT, INC.

Signature

Print Name

Signature

Print Name

By: _____
Michael J. Good, President

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
2008, by Michael J. Good, the President of KBC DEVELOPMENT, INC., a Florida
corporation. He is personally known to me or has produced
_____ as identification.

Notary Public
State of Florida at Large.
My Commission Expires:
Serial No. _____

Waiver and Release of Claims by Featherlite Coaches, Inc.
for Removal of Existing Signs

In accordance with the requirements of Ordinance 2003-20, FEATHERLITE Coaches, Inc. waives and hereby releases the County from and against any and all claims for compensation or other reimbursement resulting from the demolition, removal and disposal of the Existing Sign located on Parcel ID # 21-19-30-503-0000-0010. This waiver and release is intended by each party to forego any and all claims which that party may have as a result of any provision of Section 70.20, Florida Statutes (2003) or the provisions of any other statute or the common law. In addition, FEATHERLITE acknowledges that their execution of this waiver was a voluntary act and that the County has not offered any inducements, not made any promises or threats, and has not made any representations or promises in order to cause any party to execute the same.

Signed, sealed and delivered
in our presence as witnesses

FEATHERLITE COACHES, INC

Signature

Print Name

Signature

Print Name

STATE OF _____)
COUNTY OF _____)

By: _____
Conrad Clement, Chairman

The foregoing instrument was acknowledged before me this ____ day of _____
2008, by Conrad Clement, the President of FEATHERLITE COACHES, INC., a Florida
corporation. He is personally known to me or has produced
_____ as identification.

Notary Public
State of Florida at Large.
My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTIONS OF EXISTING SIGNS

Parcel ID # 16-19-30-5AC-0000-0290:

THAT PT OF LOT 29 W OF ST RD 400 ST JOSEPHS
PB 1 PG 114

Parcel ID # 21-19-30-503-0000-0010:

LOTS 1 2 3 13 14 & 15 (LESS PT OF LOTS 1 & 15 IN ST RD 400 & PT IN ORANGE AVE
ON N & N 70 FT) & E 104.41 FT OF LOT 4 & E 87.78 FT OF LOT 12 & VACD ST ADJ
ON S & VACD ST ADJ ON E BELLS SUBD PB 6 PG 47 &

EXHIBIT "B"

LEGAL DESCRIPTION OF NEW OUTDOOR ADVERTISING SIGN STRUCTURE

Parcel ID # 16-19-30-5AC-0000-0280:

LOT 28 & S ½ OF VACD R/W ADJ ON N ST JOSEPHS
PB 1 PG 114

EXHIBIT “C”

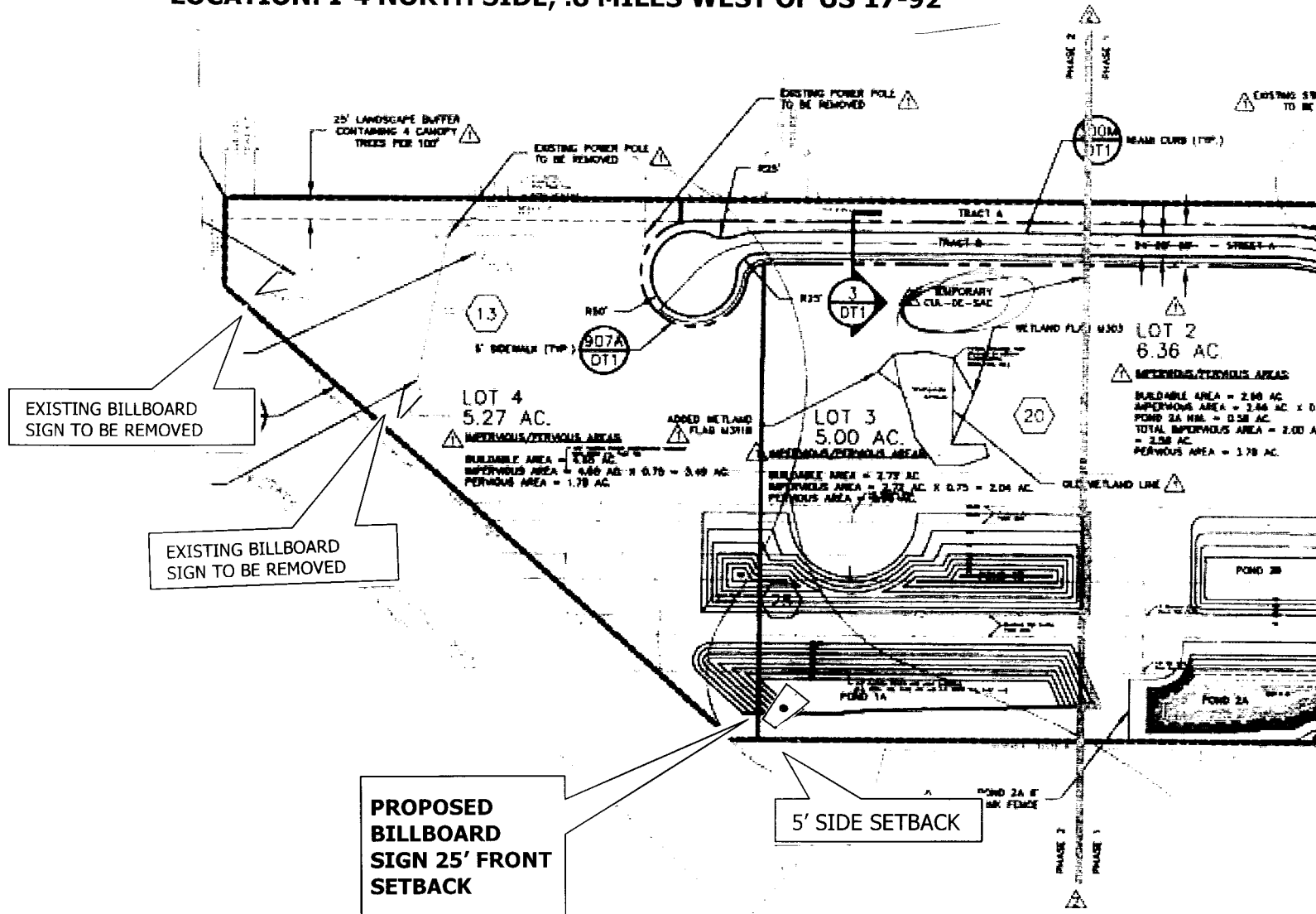
SPECIFICATIONS FOR NEW SIGN

New Billboard Specifications

- One new modern steel monopole with a center mounted support pole.
- Overall height will be 35' above the crown of I-4, unless the BOA grants some alternative.
- The sign will contain two 14' x 48' illuminated faces, a square footage of 672 for each face, plus embellishments.
- Upward lighting is permitted.
- The sign will have a 25' front setback from I-4 and a 5' side setback from the property line.
- The sign will be permitted to contain traditional, static faces, digital/electronic faces or a combination thereof. These faces may or may not contain internal illumination.
- If the sign has digital/electronic face(s), in accordance with Florida Statutes Chap 479 and F.A.C. Chap 14-10, the static display time for each message will be a minimum of 6 (six) seconds.
- If acceptable to the landowner, CCO will agree to landscape an area near the base of the sign, in accordance with sound and generally acceptable landscape architecture principles. However, any plantings must allow us full access to the structure and must not obscure the sign face or faces.

- (f) Hotels and motels.
- (g) Marine sales and service.
- (h) Mobile home and recreational vehicle sales.
- (i) Outdoor advertising signs.
- (j) Parking garages.
- (k) Printing and book binding shops.
- (l) Automobile sales with no repair facilities.
- (m) Veterinary hospitals and services.
- (n) Above-stairs or above-office flats.
- (o) Communities where urban camouflage in design will require a major amendment to the PUD.
- (p) Bed and breakfast establishments.

SITE PLAN **1" = 100'** **AUGUST 14, 2007** **CLEAR CHANNEL OUTDOOR**
SEMINOLE COUNTY **PROPOSED BILLBOARD SIGN**
CLEAR CHANNEL OUTDOOR **PARCEL # 16-19-30-5AC-0000-0280**
LAND OWNER: KBC DEVELOPMENT, INC.
LOCATION: I-4 NORTH SIDE, .8 MILES WEST OF US 17-92



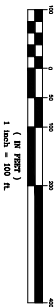
Site
Facing

- (d) Printing, bookbinding, lithographic platemaking, engraving, and publishing plants.
- (e) General business and professional offices.
- (f) Radio and television studios and offices.
- (g) Restaurants.
- (h) Signs, identification, directional, or which advertise products manufactured, processed, stored, or sold on the premises.
- (i) Technical and trade schools.
- (j) Testing of materials, equipment, and products.
- (k) Youth centers.
- (l) Warehouses and storage buildings, providing no storage to done outside on adjacent streets.
- (m) Manufacturing of water-based and/or epoxy-based coatings, adhesives, sealants, and paints.
- (n) Medical offices - non-patient service only.
- (o) Public and private utility plants, stations and distribution offices, provided, however, no sewer plant shall be located closer than two hundred (200) feet to the perimeter of the district nor shall any other utility plant, station, or distribution office be located closer than one hundred (100) feet to the perimeter of the district.

NORTH



GRAPHIC SCALE



SITE DATA:

1. EXISTING ZONING: A-1
2. PROPOSED ZONING: P-10
3. EXISTING LAND USE: COMMERCIAL
4. PROPOSED LAND USE: COMMERCIAL AND INDUSTRIAL (SEE MATCHED AREA)
5. EXISTING SITE CONTAINS 22,334 SQUARE FEET
6. PROPOSED DEVELOPMENT: INDUSTRIAL-BEE DEVELOPMENT ORDER
7. MAXIMUM BUILDING HEIGHT: 35 FT.
8. BUILDING SETBACKS:
 - FRONT: 10 FEET (MINIMUM BUFFER IS 15 FEET)
 - REAR: 10 FEET
 - SIDE: 0 FEET
9. FLOOD: PROTECTED BY THE NORTH LATE CORNER DRAINAGE DRAINAGE (1,000 TO 1,500 FEET) THE SITE DRAINAGE (1,000 TO 1,500 FEET)
10. PROPOSED FRONT-DRIVE: 30 FT. (PAVED)
11. PROPOSED SIDE-DRIVE: 24 FT.
12. A PROPERTY OWNER'S ASSOCIATION WILL BE ESTABLISHED TO MAINTAIN ALL COMMON AREAS
13. THE SITE DRAINAGE (1,000 TO 1,500 FEET) WILL BE PROVIDED BY SEMINOLE COUNTY DRAINAGE
14. MAXIMUM SQUARE FOOTAGE TO ADHERE TO SEMINOLE COUNTY DRAINAGE
15. THE SITE DRAINAGE (1,000 TO 1,500 FEET) WILL BE PROVIDED BY SEMINOLE COUNTY DRAINAGE
16. SEE ATTACHED ENVIRONMENTAL REPORT FOR DETAILS DATA, ANY POTENTIAL WETLAND IMPACTS TO BE ADDRESSED AT THAT TIME.

PERMITTED USE DATA:

- Any use permitted in the C-2 District:
- (a) Amusement and recreational facilities within an enclosed building
 - (b) Automobile repair and maintenance
 - (c) Barber shops
 - (d) Banks
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C-2 (General Use Industrial Use Only)

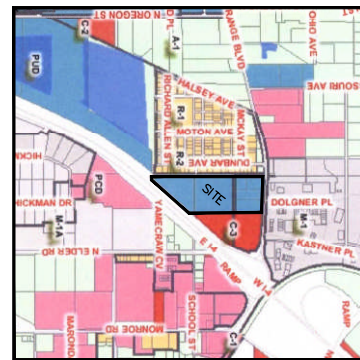
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 - (ao) Playgrounds
 - (ap) Public storage
 - (aq) Restaurants
 - (ar) Retail stores
 - (as) Service stations
 - (at) Shopping centers
 - (au) Sports facilities
 - (av) Storage yards
 - (aw) Taverns
 - (ax) Theaters
 - (ay) Tires and auto parts
 - (az) Travel agencies
 - (ba) Veterinary hospitals
 - (bb) Warehouse and cold storage
 - (bc) Wholesale and retail stores
 - (bd) Yacht clubs
 - (be) Zoo

C-2 (General Use Industrial Use Only)

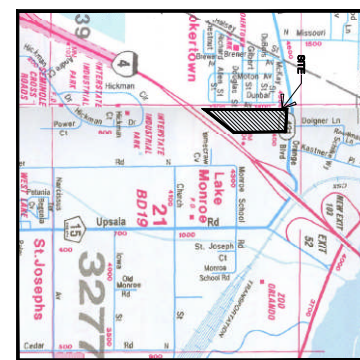
- Any use permitted in the C-2 District:
- (a) Amusement and recreational facilities within an enclosed building
 - (b) Automobile repair and maintenance
 - (c) Barber shops
 - (d) Banks
 - (e) Billiard parlors
 - (f) Book stores
 - (g) Bowling alleys
 - (h) Cafes
 - (i) Car washes
 - (j) Child day care centers
 - (k) Churches
 - (l) Clinics
 - (m) Coin-operated laundries
 - (n) Commercial garages
 - (o) Confectioneries
 - (p) Dance halls
 - (q) Day care centers
 - (r) Dry cleaning
 - (s) Eating places
 - (t) Educational institutions
 - (u) Entertainment facilities
 - (v) Financial institutions
 - (w) Food stores
 - (x) Gas stations
 - (y) Health clubs
 - (z) Hotels
 - (aa) Ice cream parlors
 - (ab) Laboratories
 - (ac) Laundries
 - (ad) Libraries
 - (ae) Liquor stores
 - (af) Medical offices
 - (ag) Motor vehicle repair and maintenance
 - (ah) Museums
 - (ai) Night clubs
 - (aj) Office buildings
 - (ak) Optical shops
 - (al) Parking lots
 - (am) Pet stores
 - (an) Picnic grounds
 - (ao) Playgrounds
 - (ap) Public storage
 - (aq) Restaurants
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SOILS LEGEND

- 13 EMERALD AND MINERALINE FINE SANDS
- 20 WYOMING AND EMERALD FINE SANDS
- 21 WYOMING AND FINE SAND, INTERMEDIATE
- 25 FINE SAND



ZONING MAP



NEIGHBORHOOD MAP

DATE	REVISIONS
6/27/05	1. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	2. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	3. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	4. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	5. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	6. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	7. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	8. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	9. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	10. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	11. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	12. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	13. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	14. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	15. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	16. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	17. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	18. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	19. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	20. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	21. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	22. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	23. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	24. REVISED FOR SEMINOLE COUNTY COMMENTS
6/27/05	25. REVISED FOR SEMINOLE COUNTY COMMENTS

ENGINEER IN CHARGE:
CHADWYCK H. MOORHEAD, P.E. #181781
CERTIFICATE OF AUTHORIZATION NO. EB-00070323

CLIENT
BRIAR CORPORATION
P.O. BOX 470264
LAKE MONROE, LA 70347

PRELIMINARY MASTER PLAN
FOR
ORANGE BLVD. PROPERTY
SEMINOLE COUNTY
FLORIDA

MADDEN
CIVIL ENGINEERS
3404 S.W. 22ND AVENUE
MIAMI, FL 33135
(305) 623-8300

New Billboard Specifications

- One new modern steel monopole with a center mounted support pole.
- Overall height will be 35' above the crown of I-4, unless the BOA grants some alternative.
- The sign will contain two 14' x 48' illuminated faces, a square footage of 672 for each face, plus embellishments.
- Upward lighting is permitted.
- The sign will have a 25' front setback from I-4 and a 5' side setback from the property line.
- The sign will be permitted to contain traditional, static faces, digital/electronic faces or a combination thereof. These faces may or may not contain internal illumination.
- If the sign has digital/electronic face(s), in accordance with Florida Statutes Chap 479 and F.A.C. Chap 14-10, the static display time for each message will be a minimum of 6 (six) seconds.
- If acceptable to the landowner, CCO will agree to landscape an area near the base of the sign, in accordance with sound and generally acceptable landscape architecture principles. However, any plantings must allow us full access to the structure and must not obscure the sign face or faces.